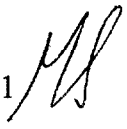




Department of Energy

Washington, DC 20585

MEMORANDUM FOR: Barbara Mckee, FE-27
J. Braitsch, FE-1
D. Juckett, FE-34
Mark Roth, NE-20
Renee Jackson, RW-46
Barrett Fountos, EH-63
Kurt Zwally, EE-30

FROM: Moustafa M. Soliman, IA-41 

SUBJECT: Memorandum of Understanding with Spain

On July 15, 2000, Secretary Richardson signed in Madrid a new Memorandum of Understanding (MOU) with the Spanish Ministry of Science and Technology for cooperation in energy. The MOU covers collaboration in fossil energy, energy efficiency, renewable energy, nuclear energy, radioactive waste management and basic energy sciences.

The idea of the MOU originated in the Secretary's discussions at the U.S.-Spain Council meeting in Albuquerque, New Mexico last October. The Secretary advocated expanding S&T collaboration with Spain, and establishing partnerships between DOE laboratories and their counterparts in Spain.

Enclosed, please find a copy of the MOU. The next step in the implementation of this MOU is for each program to explore and identify areas that are of interest to both countries and which can be pursued under this MOU.

If you have any question, please call me at 6-5904

Attachment



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE MINISTRY OF SCIENCE AND TECHNOLOGY OF THE KINGDOM
OF SPAIN**

AND

**THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF
AMERICA**

CONCERNING COOPERATION IN ENERGY

The Ministry of Science and Technology of the Kingdom of Spain (MOST) and the Department of Energy of the United States of America (DOE), hereinafter referred to as the "Parties";

Noting the Agreement on Scientific and Technological Cooperation between the United States of America and the Kingdom of Spain signed June 14, 1994, as extended (hereinafter the "Umbrella Agreement"); and

Sharing an interest in the promotion of scientific and technological studies and research in a broad range of energy fields, for the benefit of both Parties' countries and of the international community;

HEREBY AGREE AS FOLLOWS:

ARTICLE I

Purpose

The objective of this Memorandum of Understanding (MOU) is to establish a framework for collaboration between the Parties in energy in its scientific and technological aspects. The Parties shall conduct such collaboration on the basis of mutual benefit, equality and reciprocity.

ARTICLE II

Areas of Cooperation

The areas of cooperation under this MOU may include, but are not limited to, the following:

1. Renewable energy
2. Energy efficiency
3. Fossil energy
4. Nuclear energy
5. Radioactive waste disposal
6. Basic energy sciences
7. Other areas as the Parties may agree to in writing.

ARTICLE III

Forms of Cooperation

The forms of cooperation under this MOU may include, but are not limited to, the following:

1. Exchange of scientific and technical information, and results and methods of research and development, and other cooperative projects in a manner agreed to by the Coordinators designated under Article IV;
2. Organization of seminars and other meetings on agreed energy topics in the areas enumerated in Article II in a manner agreed to by the Coordinators;

3. Survey visits by specialists to the energy facilities or projects of the other Party at the invitation of the host institution;
4. Exchange of materials, instruments, components and equipment for testing;
5. Exchange of personnel for participation in agreed research, development, demonstration, analysis, design, experimental, and training activities;
6. Joint projects in the form of experiments, tests, design analysis, or other technical collaborative activity;
7. Joint funding of specific projects which may be undertaken either by the Parties, or in connection with other persons in a manner agreed to by the Coordinators; and
8. Other forms of cooperation as the Parties may agree to in writing.

ARTICLE IV Management

1. Each Party shall designate a Coordinator to supervise the implementation of this MOU. As mutually agreed, the Coordinators shall meet periodically to evaluate all aspects of the cooperation under this MOU. These meetings shall be held alternately in the United States and Spain, unless otherwise agreed.
2. The Coordinators shall approve and monitor all cooperative activities to be carried out under this MOU.
3. The Coordinators may establish separate subcommittees in any of the areas of cooperation to facilitate implementation of projects which may be undertaken under this MOU.
4. The Coordinators shall review and evaluate any proposed activities and the status of cooperation under this MOU. The Coordinators shall give appropriate guidance and directions to the subcommittees and the project managers responsible for activities undertaken under this MOU. If requested, the Coordinators may advise the Parties regarding the progress and future of cooperative activities under this MOU.

ARTICLE V

Additional Organizations

The Parties shall encourage the participation of other organizations in the cooperative activities under this MOU, on such conditions, consistent with the terms of this MOU, as the Coordinators shall agree: government agencies, universities, science and research centers, private sector firms and other institutions of the Parties, and institutions of third parties or international organizations.

ARTICLE VI

Project Annexes

1. Each Party, or the designated representative of each Party, may propose activities to be conducted under this MOU by submitting a proposal to the Coordinators for approval.
2. Cooperative activities under this MOU may be undertaken by the Parties or, as appropriate, laboratories or contractors of the Parties. Each cooperative activity that may involve the sharing of costs or that may give rise to intellectual property shall be described in writing in a Project Annex to this MOU. Such Project Annexes shall contain detailed procedures for the implementation of the cooperative activity, including but not limited to technical scope, exchange of appropriate proprietary information, management, total costs, cost-sharing and schedule, as appropriate. Each Project Annex shall be subject to and shall refer to this MOU.
3. The Parties anticipate that research projects will generally be implemented over a period of three years.

ARTICLE VII

Transfer of Information and Equipment

All information or equipment transmitted by one Party to the other Party under this MOU and any related Project Annex shall be appropriate, accurate, and to the highest standards to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information or equipment

transmitted for any particular use or application by the receiving Party or any third party. Information or equipment developed jointly by the Parties shall be appropriate and accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly-developed information or the appropriateness of equipment nor its suitability for any particular use or application by either Party or by any third party.

ARTICLE VIII

Intellectual Property and Business-Confidential Information

1. Scientific and technological information (other than business-confidential information) resulting from cooperation under this MOU shall be made available to the world scientific community, unless otherwise agreed by the Parties.
2. The protection and allocation of intellectual property, and the treatment of business-confidential information, shall be governed by the Annex to the Umbrella Agreement.

ARTICLE IX

Exchanges of Equipment

The following provisions shall apply concerning exchanges of equipment under this MOU.

1. By mutual Arrangement, a Party may provide equipment to be utilized in a joint activity. In such case, the sending Party shall supply, as soon as possible, a detailed list of the equipment to be provided together with the relevant specifications and appropriate technical documentation related to the use, maintenance, and repair of the equipment.
2. Title to the equipment and necessary spare parts supplied for use in joint activities shall remain in the sending Party, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.

3. Equipment provided under this MOU shall be brought into operation at the host establishment only by arrangement of the Parties.
4. The host establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water, and gas, and normally shall provide materials to be tested, in accordance with agreed technical requirements.
5. DOE shall be responsible, and shall pay all expenses, for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in Spain convenient to the ultimate destination. DOE shall be responsible for safekeeping and insurance en route for such equipment and materials.
6. MOST shall be responsible, and shall pay all expenses, for the transport of equipment and materials from Spain by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination. MOST shall be responsible for safekeeping and insurance en route for such equipment and materials.
7. Equipment provided under this MOU for use in joint activities shall be considered to be scientific, not having a commercial character, and each Party shall make its best effort to obtain duty free entry.

ARTICLE X

Exchanges of Personnel

The following provisions shall apply concerning exchanges of personnel under this MOU:

1. Whenever an exchange of personnel is contemplated, each Party shall ensure the selection of personnel with the skills and competence necessary to conduct the activities planned under this MOU. Each such exchange of personnel shall be agreed in advance by an exchange of letters between the Parties, referencing this MOU and its pertinent intellectual property provisions.

2. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or contractors.
3. Each Party shall pay for the travel and living expenses of its staff or contractors staying at the establishment of the host Party, unless otherwise agreed.
4. Each Party shall arrange for adequate accommodations for the other Party's staff or contractor (and their families) on a mutually agreeable, reciprocal basis.
5. Each Party shall provide all necessary assistance to the staff or contractors of the other Party as regards administrative formalities (*e.g.*, travel arrangements).
6. The staff and contractors of each Party shall conform to the general rules of work and safety regulations in force at the host establishment.

ARTICLE XI

General Provisions

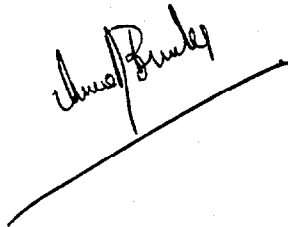
1. Unless otherwise agreed, all costs resulting from cooperation carried out under this MOU shall be the responsibility of the Party that incurs them.
2. Each Party shall conduct the activities provided for in this MOU in accordance with its applicable laws and regulations, and subject to the availability of appropriated funds and personnel.
3. Each Party shall use its best efforts to obtain all required permits and licenses as necessary for the implementation of this MOU.
4. Any dispute concerning the interpretation or application of this MOU shall be settled by consultations between the Parties.

ARTICLE XII
Duration, Amendment and Termination

1. This MOU shall enter into force upon signature by both Parties and shall remain in force for 6 years. This MOU may be renewed for additional 6-year periods by written MOU of the Parties following joint review at the end of each 6-year period.
2. This MOU may be amended by written agreement of the Parties.
3. This MOU may be terminated upon 3 months' advance notification in writing by either Party.
4. All joint efforts and experiments not completed at the expiration or termination of this MOU may be continued until their completion under the terms of this MOU.

DONE at Madrid, in duplicate, this 45 day of July, 2000, in the English and Spanish languages, each text being equally authentic.

**FOR THE MINISTRY OF SCIENCE
AND TECHNOLOGY OF THE
KINGDOM OF SPAIN:**



**FOR THE DEPARTMENT OF
ENERGY OF THE UNITED
STATES OF AMERICA:**

